

AG Contract No. KR94 2751TRN
ECS File: JPA 94-194
Project: F-013-1-507
Tracs: 090 CH 312 H2886 04C
Section: SR-90

INTERGOVERNMENTAL AGREEMENT
LANDSCAPE MAINTENANCE
BETWEEN
THE STATE OF ARIZONA
AND
THE TOWN OF HUACHUCA CITY

THIS AGREEMENT is entered into 29 November, 1994 pursuant to Arizona Revised Statutes Sections 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and the TOWN OF HUACHUCA CITY, acting by and through its MAYOR and CITY COUNCIL, (the "Town").

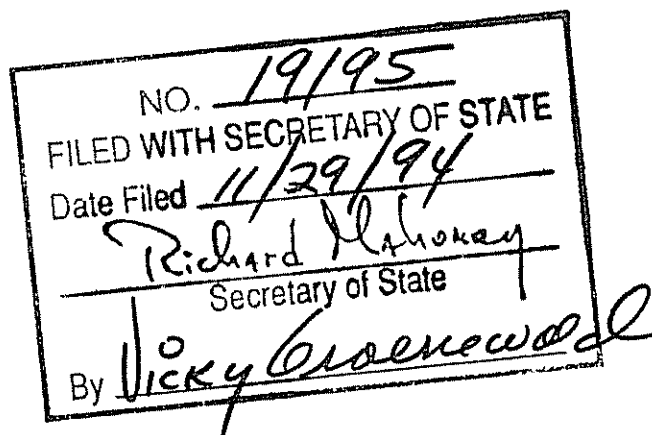
I. RECITALS

1. The State is empowered by Arizona Revised Statutes Section 28-108 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the State.

2. The Town is empowered by Arizona Revised Statutes Section 48-572 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the Town.

3. It is to the mutual advantage of the State and the Town to landscape areas within the right of way on State Route 90 at the following location:

From centerline roadway station 329+00 to centerline roadway station 350+00, a net distance of approximately 0.40 miles.



THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows:

II. SCOPE OF WORK

1. The State will prepare landscape architectural plans for the landscaping and irrigation project and submit them to the Town for concurrence.

2. After Town concurrence of the plans, the project will be constructed by the State, using State funds. Upon completion of the work, the Town shall reimburse the state twenty five percent (25%) of the landscape contract cost up to \$12,500.00.

3. The Town shall furnish and install necessary water services from water mains to the designated locations within the right of way at the State's expense.

4. The Town shall furnish all water for landscape installation during the construction phase, and all water thereafter necessary to properly maintain the landscape, all at Town expense.

5. After construction, the Town shall maintain the irrigation system including all testing, adjusting, repairing and operation of the irrigation system, and shall furnish all electrical power necessary to operate the irrigation system.

6. The Town hereby agrees to maintain the landscaping. Maintenance shall consist of the care of all landscaping in accordance with accepted horticultural practices, keeping all areas free of weeds, undesirable grasses and litter, applying irrigation water, furnishing and applying sprays and dust to combat diseases and other pests, pruning and replanting as required to maintain the landscaping as it was designed, and the repair of all erosion to maintain the final grade established at the completion of the project. The Town will not make any changes, additions or deletions without written approval by the State. All maintenance work shall be conducted in a manner to minimize traffic congestion and interference with through traffic. All traffic control will meet the requirements of the Arizona Department of Transportation's "Uniform Traffic Control Manual."

III. MISCELLANEOUS PROVISIONS

1. This agreement shall become effective upon filing with the Secretary of State.

2. The terms, conditions and provisions of this agreement shall remain in full force and effect for period of five (5) years from the effective date, unless terminated earlier by mutual consent of the parties hereto or unless this Agreement violates any Arizona law, rule or regulation, either now enacted or which may be enacted in the future. This agreement will be automatically renewed for successive periods of five (5) years unless either party shall give notice in writing to the other not less than one (1) month nor more than three (3) months prior to the initial or renewed expiration date. Further, this agreement may be terminated by the State at any time upon sixty (60) days written notice. It is understood and agreed that, in the event this agreement is terminated by the Town, the State shall in no way be obligated to maintain said landscaping.

3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

5. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518.

6. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation
Joint Project Administration
205 South 17 Avenue, Mail Drop 616E, Room 222E
Phoenix, AZ 85007

Town of Huachuca City
Town Administrator
500 N. Gonzales Blvd.
Huachuca City, AZ 85616

7. Attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

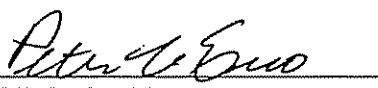
IN WITNESS WHEREOF, the parties have executed this agreement
the day and year first above written.

TOWN OF HUACHUCA CITY

STATE OF ARIZONA

Department of Transportation

By 
CAROLE J. VAUGHN
Mayor

By 
PETER L. ENO
Contract Administrator

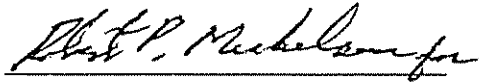
ATTEST

By 
TERRY McGRIFF
Town Clerk

RESOLUTION

BE IT RESOLVED on this 1st day of November 1994, that I, the undersigned LARRY S. BONINE, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Highways Division, to enter into an agreement with the Town of Huachuca City for the purpose of defining responsibilities for the design, construction and maintenance of a landscaping improvements on SR-90 in the Town.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted to the Contract Administrator for approval and execution.

A handwritten signature in dark ink, appearing to read "Larry S. Bonine", is written over a horizontal line.

LARRY S. BONINE
Director

A Designated Bicentennial Community

TOWN OF HUACHUCA CITY

*The Sunset City*

500 NORTH GONZALES BOULEVARD • HUACHUCA CITY, ARIZONA 85635
PHONE (602) 456-1354 • TDD (602) 456-1354

November 10, 1994

MINUTES OF THE COUNCIL MEETING

PRESENT:

Councilmembers:

Carole J. Vaughn, Mayor
Annie Glee, Mayor Pro Tem
George Durbin
John Conners
Joe Talvy
Bill Stein

ABSENT:

George Willis

IN ATTENDANCE:

Terry McGriff, Town Clerk
Biagio Gingo, Esq.
Bob Fenimore, Fire Chief

VISITORS:

Colleen Chandler, Herald
Dispatch
Bob Candland, Tombstone
Tumbleweed
Elmer Urda
Gene McCullough
John Niemeyer
Donna Niemeyer
Billy McLain
Lisa McLain
Al Conoway
Bob Bill
Aaron Parr
Les Thompson

- A. Mayor Vaughn called the meeting to order at 6:00 P.M. and led the Assembly in the Pledge of Allegiance.
- B. Roll Call.
- C. NEW BUSINESS
 1. Motion was made by Councilman Durbin, seconded by Councilwoman Glee to approve the minutes of October 27, 1994.

APPROVED

very well in the parks, being maintained.

9. EMERGENCY SERVICES DIRECTOR'S REPORT - No Report.
 10. INDUSTRIAL DEVELOPMENT AUTHORITY REPORT - No Report.
 11. LIBRARY COMMISSIONER'S REPORT - No Report.
- E. OLD BUSINESS - None.
- F. NEW BUSINESS

1. Motion was made by Councilman Durbin, seconded by Councilman Talvy to table the purchase of the oak frame mail boxes for Police Department.

1-OPPOSED
(MAYOR VAUGHN)

TABLED

2. Motion was made by Councilwoman Glee, seconded by Councilman Durbin to read by title only, Resolution 94-012 - Call of Election.

Motion was made by Councilman Durbin, seconded by Councilman Conners to adopt Resolution 94-012 - Call of Election.

APPROVED

3. Motion was made by Councilman Durbin, seconded by Councilwoman Glee to approve the hiring of a part-time Communications Officer for Police/Fire Department.

APPROVED

4. Motion was made by Councilman Durbin, seconded by Councilman Talvy to go out for bid for City Attorney, and retain Biagio until selection has been made.

APPROVED

- * 5. Motion was made by Councilman Durbin, seconded by Councilman Talvy to approve the Intergovernmental Agreement, Landscape Maintenance between the State of Arizona and the Town of Huachuca City - Phase IV.

APPROVED

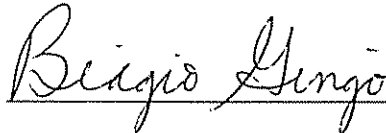
6. Motion was made by Councilman Conners, seconded by Councilman Talvy to read by title only, Ordinance 94-015 amending Chapter 8 of the Town Code by adding Article 8-10 fences. (FIRST READING)

JPA 94-194

APPROVAL OF THE HUACHUCA CITY TOWN ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, HIGHWAYS DIVISION and the TOWN OF HUACHUCA CITY and declare this agreement to be in proper form and within the powers and authority granted to the Town under the laws of the State of Arizona.

DATED this 10th day of November, 1994.



Town Attorney



STATE OF ARIZONA

OFFICE OF THE ATTORNEY GENERAL

GRANT WOODS
ATTORNEY GENERAL

1275 WEST WASHINGTON, PHOENIX 85007-2926

MAIN PHONE : 542-5025
TELECOPIER : 542-4085

INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A. G. Contract No. KR94-2751-TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. §11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED this 25th day of November, 1994.

GRANT WOODS
Attorney General

JAMES R. REDPATH
Assistant Attorney General
Transportation Section

JRR:lsr
8661G